

FROM

NAME &
TITLE

Erin Sher Smyth, Esq., CPPO, City Purchasing Agent

AGENCY
NAME &
ADDRESSBureau of Procurement (410) 396-5700
7 East Redwood Street, 10th Floor

SUBJECT

Informal - Sole Source

CITY OF
BALTIMORE

MEMO



TO Honorable President and Members
of the Board of Estimates

Date: March 29, 2018

Dear President and Members:

ACTION REQUESTED OF B/E:

The Board is requested to approve an award of **Contract Number 08000-Bloomberg-Shot Spotter Gunshot Location Service** with ShotSpotter, Inc., at 7879 Gateway Blvd, Suite 210, Newark, CA 94560. Agreement is effective upon approval of the Board of Estimates and will terminate at the expiration of the one-year pilot, per the terms of the Agreement.

AMOUNT OF MONEY AND SOURCE FUNDS:

\$860,000.00

Account No.: 6000-607118-2251-764300-603026

BACKGROUND/EXPLANATION:

In order to comply with the Grant Agreement between The Bloomberg Family Foundation, Inc. and the City of Baltimore, an award to the Contractor of a sole source contract for specialized gunshot detection technology and maintenance is required. This is a one-year pilot project for two selected areas. The one-year period will commence upon the go-live of the second area.

The above amount is the City's estimated requirement; however, the vendor shall supply the City's entire requirement, be it more or less.

It is hereby certified that the above procurement is of such a nature that no advantage will result in seeking, nor would it be practicable to obtain competitive bids. Therefore, pursuant to Article VI, Section 11 (e) (i) of the City Charter, the procurement of the goods, equipment and/or service is recommended.

Req. No.: R789514

Agency: Mayor's Office of Criminal Justice

MBE/WBE PARTICIPATION:

No goals were set by MWBOO as this meets the requirements for a sole source procurement; however, the vendor has identified an opportunity for segmentation and has voluntarily entered into an agreement for electrical services. Statement of Intent forms will be submitted to MWBOO.

MBE: Calmi Electrical Company, Inc.

8%

EMPLOY BALTIMORE:

Not applicable.

LIVING WAGE:

Applicable.

Attachment: Agreement (5)

APPROVED BY BOARD OF ESTIMATES

Bernice N. Taylor

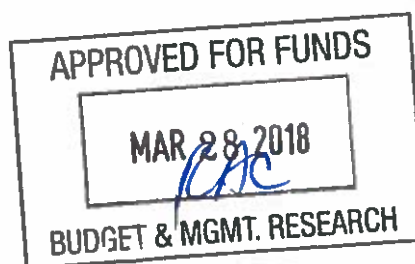
DATE

APR 04 2018

CLERK

ESS: DEJ

#0474



SERVICES AGREEMENT

 **ShotSpotter**® Flex™

confid

ShotSpotter, Inc., a Delaware corporation (also "SST" "ShotSpotter," "we," "us," or "our"), the Mayor and City Council of Baltimore, a Maryland municipal corporation (the "City"), acting through the Mayor's Office of Criminal Justice ("MOCJ") and the Police Department of Baltimore City, an agency and instrumentality of the State of Maryland ("BPD"), (the City and BPD are collectively hereinafter referred to "Customer," "you" or "your") agree to the following Services Agreement (hereinafter, "Agreement").

The Agreement and the Firm, Fixed Price Proposal constitute the "Purchase Documents" under which you purchase ShotSpotter Gunshot Location services identified in the Purchase Documents and described herein ("Service"). Your signature on the Purchase Documents shall constitute your representation that you have read all the terms and conditions of this Agreement, and your acceptance of them as an integral part of the Agreement and your purchase or order of the Service.

1. SERVICES

In consideration of the parties' mutual under-takings set forth in the Purchase Documents, you and we agree as follows:

For purposes of this Agreement, the Service shall consist of (i) providing access by the Customer and its agents and employees to Reviewed Alerts delivered via a password-protected internet portal ("Alert Console") and user interface supplied by SST (together the Alert Console and interface shall be called the "Software") (ii) providing access to historical Reviewed Alerts and incident information via the Software, and (iii) other services as specified in the Purchase Documents.

Reviewed Alerts consist of data for gunfire incidents, detected by the ShotSpotter Gunshot Location System and reviewed by a SST incident reviewer employee (see Exhibit A).

SST will install the ShotSpotter Gunshot Location System in the coverage area specified in the Purchase Document. SST will host the Service and may update the functionality and Software of the Service from time to time in its sole discretion and in accordance with this Agreement, provided that any updates shall improve the Service.

SST shall retain ownership of, and all rights to, all components of the ShotSpotter Gunshot Location System, including hardware components, Software and firmware. Under this Agreement the Customer is only licensing rights to access the Incident information detected by the ShotSpotter Gunshot Location System. For the purposes of this Agreement, it is understood that the term "access" includes the right to download, copy, use and disseminate Incident information detected by the ShotSpotter Gunshot Location System within the City and BPD and outside the City and BPD as supported by the Software and as needed to support the Customer's law enforcement operation.

2. LICENSE

SST hereby grants to the City and BPD a non-exclusive, non-transferable, right and license to access and use the Service and Data by an unlimited number of City and BPD users, including the right to copy and

disseminate SST reports within and outside the City and BPD as supported by the Software and as needed to further the City's and BPD's missions including but not limited to their public safety mission.

The following sets forth the terms and conditions of your non-exclusive, non-transferable and terminable license to use the Service and Data (as those terms are defined herein). This Agreement creates important legal rights and obligations, so please read it carefully before using the Service. By signing the Purchase Documents, you agree to be bound by the terms and conditions of this Agreement.

A. RIGHTS IN DATA.

For the Purposes of this Agreement, "Data" is defined as data, information, and electronic files created, generated, modified, compiled, displayed, stored or kept in the course of providing the Service, including, without limitation, information in Reviewed Alerts accessible through the Service and/or Software.

SST shall own and have the unrestricted right to use the Data for internal purposes such as research or product development. SST may provide, license or sell Data on an aggregated basis to third parties (excluding press or media) to be used for research or analytical purposes, for example, but not by way of limitation, gunshot violence statistics or studies, and for other law enforcement-related purposes, including, for example, to create national gunfire indices or priorities.

SST will not release or disseminate to any person or entity Data related to or consisting of specific forensic or law enforcement sensitive incident information pertaining to any active inquiry, investigation or prosecution, unless in response to a valid order or subpoena issued by a court or other governmental body, or as otherwise required by law. SST will not release, sell, license, or otherwise distribute the gunfire alert Data to the press or media without the prior express written consent of an authorized representative of the City and BPD.

Customer shall have the unrestricted right to download, make copies of, distribute and use the Data within its own organization, exclusively for its own internal purposes, and for purposes of detecting and locating gunfire, routine archival recordkeeping, evidence preservation, and investigative, or evidentiary, and prosecutorial purposes. Customer will not provide to, license the use of, or sell Data to any third parties, which restriction will not pertain to the collaboration with other law enforcement agencies (and defense counsel) for the purposes of investigating and prosecuting crimes detected by the SST systems.

B. RESTRICTIONS.

The Software and Data are our proprietary products, may incorporate components supplied to us under license by third-party suppliers, and may be protected by United States patent, trademark, trade secret rights, copyright law and international treaty provisions. All such rights in and to Software and Data and any part thereof are the property of us or our suppliers. By virtue of this Agreement, you acquire only the right to use the Software and Data in accordance with this Agreement, but otherwise acquire no license, title or ownership rights, express or implied, in or to the Software or Data, or any right to use or practice any of our patents, copyrights, trademarks, or trade secrets, all of which rights are reserved expressly by us or our

suppliers. You may not make any copies of the written materials or documentation that accompanied any component of the Software, or use them, or any other information concerning the Service that we have designated as confidential, for any purpose other than bona fide use of the Service or Software for the specific purposes contemplated herein, nor allow anyone else to do so. Except as provided for under Section 2.A Rights in Data (above), you shall not, without our express written consent, which may be withheld or conditioned in our sole discretion (i) modify, adapt, alter, translate, copy, perform or display (publicly or otherwise) or create compilations, derivative, new or other works based, in whole or in part, on the Software or Data, or on the Service; (ii) merge, combine, integrate or bundle the Software or the Data, in whole or in part, with other software, hardware, data, devices, systems, technologies, products, services, functions or capabilities; (iii) transfer, distribute, make available the Service, Data, or Software to any person other than the specific end-user customer identified to SST in the Purchase Documents, sell, resell, sublicense, lease, rent, or loan the Service, Data, or Software, in whole or in part, or (iv) provide use or permit operation of any of the Service, Software or Data by any person other than the original end-user customer designated in the Purchase Documents, nor in or through any application service provider, service bureau, rental or time-sharing arrangement; (v) disassemble, decompile or otherwise reverse engineer or attempt to reconstruct, derive, or discover, any source code underlying Ideas, algorithms, formulae, routines, file formats, data structures, programming, routines, interoperability interfaces, drawings, or plans from the Data or Software, or any data or information created, compiled, displayed, or accessible through the System, in whole or in part; or (vi) remove, modify or obscure any identification or proprietary or restrictive rights markings or notices from the Data, Software or any component thereof.

SST and its licensors retain all ownership of all intellectual property rights in and to all Data, Software, all computer programs, related documentation, technology, knowhow and methods and processes embodied in or made available to you in connection with the Service, including, without limitation, all patent rights, copyrights, trade secret rights, trademarks and service marks. All rights not expressly granted to you herein are reserved by SST. You shall take all reasonable measures to protect SST's intellectual property rights in the Service and Software as are reasonably requested by SST from time to time, provided that such measures are consistent with those employed to protect the City's and BPD's intellectual property.

You are hereby placed on notice that alteration or removal of copyright management information (including, without limitation, licensor's name and other identifying information, name of the Service, the terms and conditions of this Agreement, and identifying numbers or symbols) embodied in or associated with the Service is prohibited, because such conduct may cause others to infringe our rights in and to the system, Service and/or Software. You may also not obscure or remove any confidentiality, patent, trademark or copyright notices on any component of the Service, or any documentation.

C. TERMINATION.

You agree that your right to use the Service, Software and Data will terminate automatically if you violate any of the terms of this License, or fail to timely pay any sums you owe to us, or fail to renew the Service upon expiration of the Service term. In the event of termination, your access to the Data and Software will

be terminated, and SST will cease delivering Reviewed Alerts, and disable your access to the Data. Customer agrees that SST shall not be liable to Customer nor to any third party for any suspension of the Service resulting from Customer's nonpayment of fees as described in this section. Notwithstanding the foregoing, Customer will have access to a single-user license of the ShotSpotter Investigator Portal to download historical Data during the ninety (90) day period following expiration or termination of this Agreement.

D. MODIFICATION TO OR DISCONTINUATION OF THE SERVICE.

SST reserves the right at any time and from time to time to modify, temporarily or permanently, the Service (or any part thereof). In the event that SST modifies the Service in a manner which removes or disables a feature or functionality on which Customer materially relies, SST, at Customer's request, shall use commercially reasonable efforts to restore such functionality to Customer. In the event that SST is unable to substantially restore such functionality, Customer shall have the right to terminate the Agreement and receive a pro-rata refund of the annual Service fees paid under the Agreement for use of the Service which was paid for by Customer but not yet furnished by SST as of the date of such termination. Customer acknowledges that SST reserves the right to discontinue offering the Service at the conclusion of Customer's then current term, subject to Section 2.C.. Customer agrees that SST shall not be liable to Customer or to any third party for any modification of the Service as described in this section.

E. OTHER RESTRICTIONS.

You acknowledge and agree that the source code and internal structure of the Software, Data and Service, as well as documentation, operations manual and training material are our confidential property, and trade secrets, the value of which would be destroyed by disclosure to the public. Use by anyone other than you of the Service, documentation, and Data is prohibited, unless pursuant to a valid assignment under this Agreement. These restrictions do not restrict your use of reviewed alerts and historical reviewed alerts.

3. LIMITED EXCLUSIVE WARRANTY.

Provided that you comply with your obligations under the terms and conditions stated herein, we warrant that the Software (as defined herein) will be free of defects in workmanship which materially impair the functioning of the Service and Software in substantial conformity with the specifications documentation accompanying the Service. The Software covered under this limited exclusive warranty consists exclusively of ShotSpotter Alert Console software and user interface, installed and operated locally on customer's computers and devices supplied by SST for your use by on and in connection with a ShotSpotter System, subject to the terms and conditions of the License between you and us.

A. REVIEWED ALERT SERVICE LEVELS.

As regards to sonic event review and alert services, subject to the Customer's compliance with its obligations hereunder, and to the disclaimers and limitations set forth in Exhibit A, and in Sections 5(C), 6, 7, 13 and 15 of this Agreement, we agree to provide the service levels set forth in Exhibit A, attached hereto.

B. OWNERSHIP

SST represents and warrants to the City and BPD that it owns and maintain all rights to all components of the ShotSpotter Gunshot Location System, including hardware components, Software and firmware.

C. OTHER WARRANTY.

SST warrants that the Service, Data and Software shall be free of viruses, Trojan horses, worms, spyware, or other malicious code or components.

The limited exclusive warranties expressly set forth in this Agreement are the only warranties made to you and are provided in lieu of any other warranties (if any) created by any documentation or packaging, or otherwise express or implied. These limited exclusive warranties give you specific legal rights, and you may also have other rights which vary by jurisdiction.

4. SST SUPPORT.

During the term of the Services, SST will make commercially reasonable efforts to promote Customer's successful utilization of the Service, including but not limited to providing Customer with user guides, online help, online training presentation, and online training sessions (as available). SST will work with the Customer to develop, document and deliver a training program, a summary of which is defined in Schedule 3 of this Agreement.

SST will provide consultation services to assist BPD in establishing Key Performance Indicators (KPIs), a summary of which is defined in Schedule 2 of this Agreement. SST will also provide consultation services to assist BPD in establishing Best Practices for how the agency will respond to ShotSpotter's Reviewed Alerts, a summary of which is defined in Schedule 5 of this Agreement.

SST will provide reasonable efforts to respond via email to requests for support relating to incident classification within 8 hours of the request. In addition, SST will use commercially-reasonable efforts to respond to other support requests within 24 hours of receipt of the request during the period of 8am to 5 pm Monday through Friday. The e-mail support specialist shall be responsible for receiving Customer reports of missed incidents, or errors in the Service, and, to the extent practicable over email or telephone, making commercially-reasonable efforts to assist the Customer in resolving the Customer's reported problems. In the event the problem cannot be resolved telephonically, then SST will use commercially-reasonable efforts to restore functionality of the Service to Service specifications within 72 business hours of receipt of the report.

A. FORENSIC REPORTS.

SST, at the specific request of the customer, will produce and provide a reasonable quantity of detailed incident forensic reports for any ShotSpotter detected incidents, including Reviewed Alerts, if such information is deemed by the customer to be valuable to the customer for investigation follow-up, prosecutorial requirements, or after action review.

Such reports must be requested a minimum of 5 days in advance of when needed, and all such requests must be in writing and addressed to the SST Customer Service Department. Customer should expect delivery of these reports within 5 days after receipt of the request. This benefit shall only be available to Customer if Customer is fully current with payments due under this Agreement. In the case that Customer is not current with their payments, then forensic reports shall not be generated nor provided to Customer until Customer becomes current with its payment obligations.

B. EXPERT WITNESS SERVICES.

SST offers reasonable expert witness services. The Customer will be responsible for all travel and per diem reimbursement. At the specific request of the customer, SST will provide individual(s) for the purposes of expert witness testimony for any ShotSpotter detected incidents, including Reviewed Alerts, for which the incident information is deemed by the customer to be valuable to the customer's prosecutorial requirements. Customer understands that SST undertakes to provide individuals whose qualifications are sufficient for such services, but does not warrant that any person or his or her opinion will be accepted by every court. SST requires at least fourteen (14) days prior notice of such a requirement in writing from the Customer. Customer must include dates, times, specific locations and a point of contact for SST personnel. Due to the nature of legal proceedings, SST cannot guarantee that its services described in this section shall produce the outcome, legal or otherwise, which Customer desires. Payment for expert witness services described shall be due and payable when services are rendered regardless of the outcome of the proceedings.

5. TERM, RENEWAL**A. TERM AND COMMENCEMENT.**

It is understood and agreed to by the parties that the target Service activation date for both coverage areas is before May 28, 2018. However, many factors can impact the Customer's and SST's ability to activate the Service by that date. Both parties agree to make reasonable efforts to achieve Service activation by this target date.

The Service term shall be specified in the Purchase Document and will commence on the date that the Service is available to the Customer via the Alert Console in each of the two (2) coverage areas described in the Purchase Documents. However, Customer may prefer to activate Service on a phased basis for operational reasons. Should Service for both coverage areas be activated simultaneously, or within a thirty (30) calendar day period, the Service term shall not commence until the date that both coverage areas are activated. Should Service for the second coverage area be activated on a date that is more than thirty (30) calendar days following the Service Activation date for the first coverage area, then the Service term for each coverage area will be independent and based upon the Service activation date for each coverage area.

B. RENEWAL

The Service may be renewed for successive periods of one year each, in accordance with the following procedure. Not later than thirty (30) days prior to the expiration of the Service term then in effect, Customer shall issue a purchase order and tender payment in full for the next annual renewal (unless otherwise agreed in writing by SST), and the term shall be renewed for another year. SST shall provide Customer with renewal fees, terms and conditions for the next successive renewal term no later than 90 days from the expiration date. Customer acknowledges that the Service fees, terms and conditions and service levels hereunder are subject to change and that such fees, terms and conditions, and service levels may vary from those applicable to this Agreement in successive renewal terms.

If Customer fails to renew in a timely manner and hence allows the Service term to expire then the Service will terminate in accordance with Section 2. C. At its discretion, SST may remove the ShotSpotter Gunshot Location System and any components from the coverage area at that time. If SST does not remove the ShotSpotter Gunshot Location System from the coverage area, Customer may reinstate the Service at a later date by renewing, however Customer will not have access to any Reviewed Alerts that they would have had access to during the lapsed period.

C. COMMERCIAL CARRIER DATA SERVICES.

The ShotSpotter Gunshot Location System may use wired, wireless or cellular wireless acoustic sensor communications which necessitates the existence of a real-time data communications channel from each sensor to the hosted servers via a commercial carrier. The required commercial carrier fees are SST's

Commented [GB1]: SST cannot support a single Service Activation date with 90 days between phases. To do so could result in SST providing 50% of this service for 15 months, while only receiving payment for 12 months. We can agree to 30 days and that offer is to accommodate the Police Department. SST is happy to support a two-phased cutover, but if the time between cutover dates of each phase is more than 30 days, we need to start the subscription for each phase when each is activated.

Commented [GB2]: Final wording is pending confirmation of BPD's preference for a single or phased cutover.

responsibility and are included in SST's annual Flex Subscription fees as listed in the Firm, Fixed Price Proposal. The unavailability or deterioration of the quality of such wired, wireless or wireless cellular communications may impact the ability of SST to provide the Service. In such circumstances SST will use commercially reasonable efforts to obtain alternate wired or wireless cellular communications or adjust the coverage area as necessary. Any adjustment of the coverage area shall be subject to the City's and BPD's approval. In the event SST is unable to do so, SST will terminate the Service and refund a pro-rata portion of the annual Service fee to Customer.

6. IP INFRINGEMENT; EXCLUSIVE REMEDY.

Subject to the terms and conditions hereof, SST agrees to defend and indemnify Customer, and hold it harmless against and will compensate and reimburse the Customer (provided it is the actual End-user Customer of the Service) from and against losses, suits, damages, liability and expenses (including reasonable attorney fees) arising out of any claim asserted in a lawsuit or action against the end-user customer by a third party unrelated to the customer, in which such third party asserts a claim that the Service and/or Software, when used in accordance with SST's specifications and for the purposes intended, infringes any United States patent which was issued by the U.S. Patent and Trademark Office, or United States copyright which was registered by the U.S. Copyright Office, or otherwise infringes any intellectual property right of a third party.

Provided, however, that SST shall have the right to choose counsel, reasonably satisfactory to you, to defend such suit and/or action, and to control the defense thereof. Customer shall provide SST with reasonably prompt written notice of any such suit or action, and of any written cease and desist demands or warnings, addressed to Customer that could reasonably be expected to lead to such a suit or action. No delay or failure on the part of the Customer in so notifying SST shall relieve SST of any liability or obligation hereunder. SST shall keep the City and BPD advised of the status of such suit or action and the defense thereof. The City and BPD shall provide SST all reasonable assistance and information in connection with SST's investigation and defense of any claim of infringement. SST shall not agree to any settlement of, or the entry of any judgment arising from, any suit, action or claim against the City or BPD without the prior written consent of the City or BPD, which shall not be unreasonably withheld, conditioned or delayed; provided that the consent of the City and BPD shall not be required if SST, on behalf of the City and BPD, agrees in writing to pay any amounts payable pursuant to such settlement or judgment and such settlement or judgment includes a complete release of the City and BPD from further liability and has no other adverse effect on the City or BPD.

Further provided, however, that this section shall not apply and SST shall have no obligation to defend and indemnify Customer in the event the Customer or a reseller, integrator, service provider or supplier expressly engaged by Customer modifies, alters, substitutes, or supplements any of the Service or Software, or to the extent that the claim of infringement arises from or relates to the integration, bundling, merger or combination of any of the same with other hardware, software, systems, technologies, or components, functions, capabilities or applications not licensed by SST as part of the Service, nor to the

extent that the Service or Software are used for or in connection with any purpose, application or function other than detecting and locating gunshots exclusively through acoustic means.

If, in SST's opinion, the Service, or Software may, or is likely to become, the subject of such a suit or action, does become the subject of a claim asserted against a customer in a lawsuit which SST is or may be obliged to defend under this section, or is determined to infringe the foregoing patents or copyrights of another in a final, non-appealable judgment subject to SST's obligations under this section, then SST may in full and final satisfaction of any and all of its obligations under this section, at SST's option (1) procure for Customer the right to continue using the affected Service or Software, (2) modify or replace such Service or Software to make it or them non-infringing, or (3) refund to the purchaser a pro-rata portion of the annual Service price paid for the Service System.

The foregoing section states the entire liability of SST and customer's exclusive remedy for or relating to infringement or claims or allegations of infringement of any patent, copyright, or other intellectual property rights in or to the system, system components, and software. This section is in lieu of and replaces any other expressed, implied or statutory warranty against infringement of any and all intellectual property rights.

7. LIMITED WARRANTIES EXCLUSIVE; DISCLAIMERS IMPORTANT; PLEASE READ CAREFULLY

To the maximum extent permitted by applicable law, the limited warranties expressly set forth above are exclusive, and in lieu of all other warranties, whether written, oral, express, implied or statutory. There are no warranties that extend beyond those expressly set forth herein, and no prior statements, representations, or course of dealing by any SST representatives shall vary, expand or modify these warranties.

To the maximum extent permitted by applicable law, all other representations or warranties, express, implied, or statutory, including without limitation, any warranties of quality, suitability, merchantability, fitness for a particular purpose or otherwise of any services or any goods provided incidental to the services provided under this agreement are hereby expressly disclaimed and superseded by the exclusive limited express warranty and disclaimers set forth herein.

Without limiting the generality of the foregoing limitations and disclaimers, while the Service is not designed, sold, or intended to be used to detect, intercept, transmit or record oral or other communications of any kind, SST cannot control how the Service is used, and, accordingly, SST does not warrant or represent, expressly or implicitly, that use of the Service will comply or conform to the requirements of federal, state or local statutes, ordinances and laws, or that use of the Service will not violate the privacy rights of third parties.

Further, regardless of any prior statements, representations, or course of dealings by any SST representatives, we do not warrant or represent, expressly or implicitly, that the Service or its use will: result in the prevention of crime or hostile enemy action, apprehension or conviction of any

perpetrator of any crime, military prosecution of any enemy force, or detection or neutralization of any criminal, combatant or threat; prevent any loss, death, injury, or damage to property due to the discharge of a firearm or other weapon; that all cases result in a Reviewed Alert for all firearm discharges within the designated coverage area; or that the SST-supplied network will remain in operation at all times or under all conditions.

SST expressly disclaims, and does not undertake or assume any duty, obligation or responsibility for any decisions, actions, reactions, responses, failure to act, or inaction, by Customer as a result of or in reliance on, in whole or in part, any Services or Reviewed Alerts provided by SST, or for any consequences or outcomes, including any death, injury, or loss or damage to any property, arising from or caused by any such decisions, actions, reactions, responses, failure to act, or inaction. It shall be the sole and exclusive responsibility of the Customer to determine appropriate decisions, actions, reactions or responses, including whether or not to dispatch emergency responder resources. The Customer hereby expressly assumes all risks and liability associated with any and all action, reaction, response, and dispatch decisions, and for all consequences and outcomes arising from or caused by any decisions made or not made by the Customer in reliance, in whole or in part, on any Services provided by SST, including any death, injury, or loss or damage to any property.

Any and all warranties, express or implied, of fitness for high risk purposes requiring fail-safe performance are hereby expressly disclaimed.

You and we each acknowledge and agree that the Service is not a consumer good, and is not intended for sale to or use by or for personal, family or household use.

8. YOUR OBLIGATIONS.

You acknowledge and agree that SST's duties, including warranty obligations, and ability to perform its obligations to you shall be predicated and conditioned upon your timely performance of and compliance with your obligations hereunder, including, but not limited to:

A. You agree to pay all sums due under the Purchase Documents as and when they are due pursuant to the terms of such agreement or order. Actual access and use of the SST Service shall constitute evidence that the Service is active and the final payment is due, unless Customer fails to accept the System as memorialized on the SST System Operational Readiness Form, a copy of which is incorporated herein as Schedule 7 – ShotSpotter Flex Service Operational Readiness and Customer Acceptance Form.

B. You agree to use your best efforts to timely perform and comply with all of your obligations allocated to you in the Purchase Documents and/or other contract documents, including, without limitation, provisions regarding assisting SST in obtaining sensor site permissions from premises owners or lessors, in locations reasonably acceptable to SST, which obligations are incorporated by reference and made a part hereof.

Utilizing the Sample Authorization for Placement Form (attached hereto as Schedule 6), SST shall be responsible for securing from the City, premises owners or lessors all rights necessary to enter onto their premises to install sensors, and to place, operate and maintain such sensors on such premises. SST also assumes responsibility to remove sensors, as applicable, and to make repairs to such premises as necessary to address damage(s) resulting from the placement of sensors on the premises. SST's duties, including warranty obligations to you shall be predicated and conditioned upon your timely performance of and compliance with your obligations set forth herein, and in the Purchase Documents.

C. You shall not direct any alteration, modification, substitution or supplementation of the SST Service or web portal, or the combining, connection, merging, bundling, or integration of the SST Service or web portal into or with any other system, equipment, hardware, software, technology, function or capability, without our prior written consent.

D. Unless otherwise expressly agreed in advance in writing by SST, you shall not resell, transfer, distribute or allow access to the Service or web portal or any portion thereof, to any person other than the specific end-user previously identified to SST in the Purchase Documents, and shall not authorize or appoint any contractors, subcontractors, original equipment manufacturers, value added integrators, systems integrators or other third parties to operate, have access to, or sublicense the Products.

E. In order to use the Service, Customer must have and maintain access to the World Wide Web to enable a secure https connection from the customer's workstation to SST's hosted services, either directly or through devices that access Web-based content. Customer must also provide all equipment necessary to make such (and maintain such) connection.

F. Customer may designate an unlimited number of user rights under Customer's account which corresponds to the access required by assigning unique passwords and user names. Customer will be responsible for the confidentiality and use of Customer's password and user names, and agrees that sharing passwords and/or user names with unauthorized users is prohibited.

G. You shall comply with all applicable laws, rules and regulations relating to the goods and services provided hereunder.

9. INTELLECTUAL PROPERTY RIGHTS; LIMITED LICENSE

We or our licensors retain all ownership of all intellectual property rights in and to all data, software, computer programs, related documentation, technology, knowhow and processes embodied in or made available to you in connection with the Service, and Software, including, without limitation, all patent rights, copyrights, trade secret rights, trademarks and service marks. Your rights to install and use the Data and Software are limited in accordance with the License set forth in Section 2 hereof. Any and all rights not granted expressly in such License are hereby reserved.

11. PROTECTION OF CONFIDENTIAL INFORMATION

Unless either party (the "Receiving Party") obtains prior written consent from the other (the "Disclosing Party"), the Receiving Party agrees that it will not reproduce, use for purposes other than those expressly permitted herein, disclose, sell, license, afford access to, distribute, or disseminate any information: i) obtained from the Disclosing Party in connection with the System purchase, installation or operation, and designated by it from time to time as confidential; ii) the documentation, use and operations manuals; and output data created or compiled by the ShotSpotter Flex System; iii) your use of the ShotSpotter Flex System or technology, your deployment methodology, results, or related facts; (collectively, "Confidential Information") Unless a section of the Purchase Document(s) specifically identifies the identity of Customer as Confidential Information, the fact that Customer is a customer of SST shall not itself be considered Confidential Information, nor shall the name of any city in which the ShotSpotter Gunshot Location System is deployed be considered confidential information. Recipient's obligations under this section shall not apply to any of Discloser's Confidential Information that Recipient can document: (a) was in the public domain at or subsequent to the time such Confidential Information was communicated to Recipient by Discloser through no fault of Recipient; (b) was rightfully in Recipient's possession free of any obligation of confidence at or subsequent to the time such Confidential Information was communicated to Recipient by such Discloser; (c) was developed by employees or agents of Recipient independently of and without reference to any of Discloser's Confidential Information; or (d) was communicated by Discloser to an unaffiliated third party free of any obligation of confidence. A disclosure by Recipient of any of Discloser's Confidential Information (a) in response to a valid order by a court or other governmental body; (b) as otherwise required by law, including but not limited to the Maryland Public Information Act, Md. General Provisions Code Ann. § 4-101 et seq.; or (c) necessary to establish the rights of either party under this Agreement shall not be considered to be a breach of this Agreement by such Recipient, provided, however, such Recipient shall provide prompt prior written notice thereof to such Discloser to enable Discloser to seek a protective order or otherwise prevent such disclosure. Receiving Party shall use reasonable controls to protect the confidentiality of and restrict access to all such Confidential Information to those persons having a specific need to know the same for purposes expressly authorized herein.

12. NOTICES.

Any notice or other communication required or permitted to be given under this Agreement shall be in writing at such party's address or number or at such party's last known address or number. The party's addresses may be changed by written notice to the other party as provided herein.

13. FORCE MAJEURE.

In no event shall SST be liable for any delay or default in its performance of any obligation under this or any other agreement caused directly or indirectly by an act or omission of Customer, or persons acting under its direction and/or control, fire, flood, act of God, an act or omission of civil or military authority of a state or nation, strike, lockout or other labor disputes, inability to secure, delay in securing, or shortage of labor, materials, supplies, transportation, or energy, failures, outages or denial of services of wireless, power, telecommunications, or computer networks, acts of terrorism, sabotage, vandalism, hacking, natural

disaster or emergency, war, riot, embargo or civil disturbance, breakdown or destruction of plant or equipment, or arising from any cause whatsoever beyond SST's reasonable control. At SST's option and following notice to Customer, any of the foregoing causes shall be deemed to suspend such obligations of SST so long as any such cause shall prevent or delay performance, and SST agrees to make and Customer agrees to accept performance of such obligations whenever such cause has been remedied. If an event of Force Majeure continues for more than sixty (60) days, Customer may terminate this Agreement and SST will refund a pro rata amount of payments made by Customer equal to the remaining term of the Agreement.

14. DEFAULT; REMEDIES.

Upon the occurrence of any default by or breach of your obligations, we may at our option, effective immediately, either: (i) terminate our future obligations under this Agreement, terminate your License to use the Service and Software, or (ii) accelerate and declare immediately due and payable all remaining charges for the remainder of the Agreement and proceed in any lawful manner to obtain satisfaction of the same. In either case, you shall also be responsible for paying court costs and reasonable attorneys' fees incurred by or on behalf of us, as well as applicable repossession, shipping, repair and refurbishing costs.

15. LIMITATIONS ON LIABILITY.

In no event shall either party, or any of its affiliates or any of its/their respective directors, officers, members, attorneys, employees, or agents, be liable to the other party under any legal or equitable theory or claim, for lost profits, lost revenues, lost business opportunities, exemplary, punitive, special, or consequential damages, each of which is hereby excluded by agreement of the parties, regardless of whether such damages were foreseeable or whether any party or any entity has been advised of the possibility of such damages.

In any event, except for its IP infringement indemnity obligations under section 6 hereof for which there is no limitation, SST's cumulative liability for all losses, claims, suits, controversies, breaches or damages for any cause whatsoever (including, but not limited to, those arising out of or related to this agreement) and regardless of the form of action or legal theory shall not exceed two times the amount paid to SST under this agreement, or the amount of insurance maintained by SST available to cover the loss, whichever is greater. The foregoing limitations shall apply without regard to any failure of essential purpose of any remedies given herein.

16. GENERAL PROVISIONS.

A. NO AGENCY.

Neither SST nor any of its employees is an agent or representative of Customer and the Customer is solely responsible for obtaining any required authorizations from any governmental agency, body or commission and for compliance therewith.

B. COMPLIANCE WITH LAWS AND TAXES.

The parties shall comply with all applicable laws, statutes and regulations relating to the sale, distribution, and use of the Service and the performance of its duties and obligations hereunder. All prices are exclusive of all tariffs, customs duties, imposts, national, federal, provincial, state, and local VAT, excise, sales, use and similar taxes. You will be pay and be responsible for paying any and all such taxes and tariffs, when applicable.

C. EQUAL OPPORTUNITY CONTRACT CLAUSE.

SST is committed to the provisions outlined in the Equal Opportunity Clauses of Executive Order 11246, (41 CFR 60- 1.4), section 503 of the Rehabilitation Act of 1973, (41 CFR 60-741.5(a)), section 402 of the Vietnam Era Veterans Readjustment Act of 1974, (41 CFR 60-250.5(a)), and, the Jobs for Veterans Act of 2003, (41 CFR 60-300.5(a)) as well as any other regulations pertaining to these orders.

D. SEVERABILITY AND INTERPRETATION.

If any provision, in whole or in part, of this Agreement and/or the Purchase Documents of which it is a part is held invalid or unenforceable for any reason, the invalidity shall not affect the validity of the remaining provisions, and there shall be substituted for the invalid provision a valid provision which most closely approximates the intent and economic effect of the invalid provision. No part or provision shall be interpreted in favor or against any party because such party or its counsel drafted the relevant provision. No course of dealing, usage, custom of trade, or communication between the parties shall modify or alter any of the rights or obligations of the parties under this Agreement and Purchase Document(s).

E. INTEGRATION, AMENDMENT AND WAIVER.

This Agreement, and the Purchase Document(s) of which it is a part, together with any other exhibits or appendices thereto, constitute the entire understanding between SST and you. No other documents or representations shall be used in interpreting it. Any and all written or oral agreements heretofore existing between the parties are expressly cancelled and/or superseded. Any other document, proposal, specification, statement of work, marketing collateral, or representation which may vary, alter, amend or supplement these terms and conditions will not be binding unless agreed to in a writing signed by appropriate representatives of both SST and Customer. No modification, variance, amendment or waiver of any part of Agreement or Purchase Document(s) shall be binding upon either party, whether written, oral, or in any other medium, unless made in writing and signed by authorized representatives of both parties. All the parties' rights and duties are material and time is of the essence; no waiver of any rights hereunder shall be deemed effective unless in writing executed by the waiving party; no waiver of either party's breach of any provision of this Agreement or Purchase Documents shall constitute a waiver of any prior or subsequent breach of the same or any other provision, and no failure to exercise, and no delay in exercising, any right(s) hereunder on either party's part shall operate as a waiver of any such right; all of the parties' rights are cumulative; and, no single or partial exercise of any right hereunder shall preclude further exercise of such right or any other right.

F. BENEFIT AND BURDEN; ASSIGNMENT.

Subject to the following provisions, this Agreement and the Purchase Documents of which they are a part shall be binding upon permitted successors and assigns and shall inure to the benefit of the parties and their respective permitted successors and assigns only. Notwithstanding that the Service and Software, and its output data may be used for law enforcement, military, public safety, and force protection purposes, there are no third party beneficiaries intended to benefit from these general terms and conditions of sale, or the agreement or order of which they are a part. Customer may not assign or transfer this Agreement and the Purchase Documents of which they are a part, or any of the rights granted therein, in whole or in part, by operation of law or otherwise, without SST's express prior written consent. SST may assign or transfer this Agreement and the Purchase Documents and/or SST's rights and obligations hereunder, in whole or in part, to any third party without the necessity of obtaining Customer's consent. No assignee for the benefit of Customer's creditors, custodian, receiver, trustee in bankruptcy, debtor in possession, sheriff or any other officer of a court, or other person charged with taking custody of Customer's assets or business, shall have any right to continue or to assume or to assign these without SST's express consent.

G. GOVERNING LAW AND DISPUTE RESOLUTION.

The validity, performance, and construction of this agreement shall be governed by the laws of the State of Maryland, without giving effect to the conflict of law principles thereof. The parties agree that any suits or actions brought by either party against the other shall be brought in a court of competent jurisdiction in Baltimore City, Maryland. The United Nations Convention on Contracts for the International

Sale of Goods is expressly disclaimed and shall not apply. If the parties disagree as to any matter arising under this Agreement or the relationship and dealings of the parties hereto, then SST and Customer shall promptly consult with one another and make diligent, good faith efforts to resolve the disagreement, by negotiation.

17. BALTIMORE CITY PROVISIONS.**A. LOCAL HIRING.**

Article 5, Subtitle 27 of the Baltimore City Code, as amended (the "Local Hiring Law") and its rules and regulations are incorporated into this Agreement by this reference and apply to contracts and agreements executed by the City on or after the Local Hiring Law's effective date of December 23, 2013. The requirements for the Local Hiring Law are briefly summarized below:

A. The Local Hiring Law applies to every contract for more than Three Hundred Thousand Dollars (\$300,000) made by the City, or on its behalf, with any person. It also applies to every agreement authorizing assistance valued at more than Five Million Dollars (\$5,000,000) to a City-subsidized project. Unless the Mayor's Office of Employment Development ("MOED") grants an exception under the Local Hiring Law, at least fifty-one percent (51%) of the new jobs required to complete this Agreement must be filled by Baltimore City residents.

B. Within two (2) weeks of the Board's award or approval of this Agreement, SST shall have a meeting, either in person or via telephone, with MOED to complete an employment analysis and review the workforce plan required for this Agreement. SST will not receive any payments under this Agreement unless and until the employment analysis is performed. Contact information for MOED can be found on its website www.oedworks.com.

C. Should SST's workforce plan indicate a need to fill new jobs, SST shall post the new job openings with MOED's One Stop Career Center Network for a period of seven (7) days prior to its publicly advertising these openings. Further, SST shall interview qualified Baltimore City residents referred from MOED; and unless granted an exception, fill at least fifty-one percent (51%) of the new jobs required to complete this Agreement with Baltimore City residents.

D. SST shall submit an Employment Report to MOED by the fifth (5th) day of each month throughout the duration of this Agreement, regardless of whether MOED has granted a waiver of any of the Local Hiring Law's requirements.

B. MINORITY AND WOMEN'S BUSINESS OPPORTUNITY REQUIREMENTS:

Article 5, Subtitle 28 of the Baltimore City Code, as amended, is incorporated into this Agreement by reference. If applicable, the failure of SST to comply with this Subtitle is a material breach of this Agreement. SST agrees that it shall make every good faith effort to equitably utilize the services of minority business enterprises ("MBE's") and women's business enterprises ("WBE's"). In identifying

available MBE's and WBE's, SST is encouraged to use the MBE/WBE Directory available from the Minority and Women's Business Directory Office, (410) 396-4355.

C. NONDISCRIMINATION:

SST shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, gender identity or expression, age, or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors, suppliers, or commercial customers. SST shall provide equal opportunity for subcontractors to participate in all of its public sector and private sector subcontracting opportunities, provided that nothing contained in this section shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace, such as those specified in Article 5, Subtitle 28 of the Baltimore City Code, as amended from time to time. SST understands and agrees that violation of this section is a material breach of this Agreement and may result in contract termination, debarment, or other sanctions. This section is not enforceable by or for the benefit of, and creates no obligation to, any third party.

D. CONTRACT DISCLOSURE REQUIREMENT:

Upon the City's request, and only after filing a complaint against SST pursuant to Article 5, Subtitle 29, of the Baltimore City Code, as amended from time to time, SST agrees to provide the City within sixty (60) calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that SST has used in the past four (4) years on any of its contracts that were undertaken with the Baltimore City Market Area as defined in Article 5, Section 28-1(d) of the Baltimore City Code, as amended from time to time, including the total dollar amount paid by SST for each subcontract or supply contract. SST agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Commercial Non-Discrimination Policy, as contained in Article 5, Subtitle 29, of the Baltimore City Code, as amended from time to time. SST understands and agrees that violation of this section is a material breach of this Agreement and may result in contract termination, debarment, and other sanctions.

E. INSURANCE.

- 1) SST shall not commence work under this Agreement until it has obtained all the insurance required under this section. SST will name the Mayor and City Council of Baltimore City and the Police Department of Baltimore City as additional insureds. SST, at its sole expense, shall procure and maintain during the life of this Agreement the following required insurance coverage.
- 2) Commercial General Liability Insurance at limits of not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate is required for claims

arising out of bodily injuries or death, and property damages, including products and completed operations coverage. Such insurance shall include contractual liability insurance.

- 3) Business Automobile Liability at limits of not less than One Million Dollars (\$1,000,000) per occurrence for claims arising out of bodily injuries or death, and property damages. The insurance shall apply to any owned, non-owned, leased or hired automobiles used in the performance of this Agreement.
- 4) Errors and Omission/Professional Liability at limits of not less than One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) aggregate. OR
- 5) Technology Errors and Omissions Liability Insurance, with annual, aggregate limits of no less than One Million Dollars (\$1,000,000), pertaining to programming errors, software performance, and performance failures rendered by SST or its agents or employees. If coverage is purchased on a "claims made" basis, SST warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period from the date of contract termination, and/or conversion from a "claims made" form to an "occurrence" coverage form. Additionally, a three (3) year extended reporting period is required for those policies written on a "Claim's Made Basis". Said policy shall be for services performed, pursuant to this Agreement, either directly or indirectly, which involve or require technology related services
- 6) Cyber Liability Insurance including but not limited to Network Privacy and Security at a limit of not less than Five Million Dollars (\$5,000,000) per occurrence with an aggregate limit of Five Million Dollars (\$5,000,000) is required. If coverage is purchased on a "claims made" basis, SST warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period from the date of contract termination, and/or conversion from a "claims made" form to an "occurrence" coverage form. Additionally, a three (3) year extended reporting period is required for those policies written on a "Claim's Made Basis".
- 7) Worker's Compensation coverage as required by the State of Maryland, as well as any similar coverage required for this work by applicable Federal or "Other States" State Law.
- 8) The Mayor and City Council of Baltimore and the Police Department of Baltimore City, their respective elected/appointed officials, employees, and agents shall be covered, by endorsement, as additional insured as respects to liability arising out of activities performed by or on behalf of SST in connection with this Agreement.
- 9) SST's insurance shall apply separately to each insured against whom claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability
- 10) To the extent of SST's negligence, SST's insurance coverage shall be primary insurance with respects to the City, BPD and their respective elected/appointed officials, municipal agencies and departments, employees, and agents. Any insurance and/or self-insurance maintained by the City,

ShotSpotter Flex

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BPD or their respective elected/appointed officials, employees, or agents shall not contribute with SST's insurance or benefit SST in any way.

- 11) Coverage shall not be suspended, voided, canceled or reduced in coverage or in limits, except by the reduction of the applicable aggregate limit by claims paid, until after forty-five (45) days' prior written notice has been given to the City. There will be an exception for non-payment of premium, which is ten (10) days' notice of cancellation.
- 12) Insurance must be placed with insurers licensed/approved to do business in the State of Maryland that have an A.M. Best's Insurance Rating of no less than A:VII, or, if not rated with A.M. Best's, have a minimum surplus equivalent to A.M. Best's surplus size VII.
- 13) SST shall furnish the City with a "Certificate of Insurance" and a copy of the additional insured endorsement as verification that coverage is in force. The City reserves the right to require complete copies of insurance policies at any time.
- 14) Notwithstanding anything to the contrary in any applicable insurance policy, SST expressly warrants, attests and certifies that there are no carve outs or exclusions to the policy coverage and limitations stated herein, except as required by law.
- 15) Failure to obtain insurance coverage as required or failure to furnish Certificate(s) of Insurance as required may render this Agreement null and void, provided, however, that no act or omission of the City shall in any way limit, modify or affect the obligations of SST under any provision of this Agreement.

F. AUDITS:

At any time during normal business hours and as often as the City may deem necessary, there shall be made available to the City for examination in SST's Headquarters Office, SST's records with respect to SST's services under this Agreement, and SST's compliance with any City programs, regulations and laws. SST shall permit the City to audit, examine, and make copies, excerpts or transcripts from such records, and to make audits of all data relating to matters covered by this Agreement. SST shall maintain and retain all records and other documents related to this Agreement for a period of three (3) years from final payment, except in cases where unresolved audit questions require retention for a longer period as determined by the City.

SST shall be responsible for repayment of any and all applicable audit exceptions, including any City expenses related thereto, which the City, state or federal auditors or their designated representatives may identify and are material and adverse in nature to the City as to create an audit disallowance. The City will bill SST for the amount of such audit disallowance, including any City expenses related thereto, and SST shall promptly pay such stated amount.

G. AUTHORITY OF THE CITY PURCHASING AGENT:

- 1) The parties to this Agreement agree that the City Purchasing Agent is hereby vested with the power and authority to determine the amount and quantity, quality and acceptability of the work, materials, supplies and services provided under this Agreement. The City Purchasing Agent shall decide any and all questions that may arise regarding SST's obligations and the fulfillment of the terms and conditions of this Agreement.
- 2) In the event there is a dispute with SST and the City or BPD regarding this Agreement, the City Purchasing Agent is vested with the authority to settle such occurrences. The determination of the City Purchasing Agent may be appealed to the City's Board of Estimates, and further appealed on the record to a court of competent jurisdiction in Baltimore City.

H. UNFAIR LABOR PRACTICES.

Notwithstanding any other provisions in Instant Agreement, SST shall comply with the terms of the Baltimore City Board of Estimate's Resolution dated June 29, 1994 (if applicable) which states as follows:

- A. Contractors, subcontractors, their agents and employees may not engage in unfair labor practices as defined under the National Labor Relations Act and applicable federal regulations and state laws.
- B. Contractors, subcontractors, and their agents may not threaten, harass, intimidate or in any way impede persons employed by them who on their own time exercise their rights to associate, speak, organize, or petition governmental officials with their grievance.
- C. If the Board determines that a contractor, subcontractor, or their agents have violated the policy set forth in this Resolution said contractor, or subcontractor will be disqualified from bidding on City contracts, and if they are currently completing contracts, they will be found in default of their contracts.

I. TERMINATION.

- A. Should SST fail to fulfill in a timely and proper manner any of its terms and/or obligations under this Agreement, or if SST shall violate any of the covenants, terms or stipulations of this Agreement, the City shall give SST fourteen (14) days written notice to cure its violation(s). If such violations are capable of a cure, and SST diligently pursues such cure SST shall have 60 days to remedy a cure. If SST fails to cure its violation(s), the City shall have the right to terminate this Agreement by giving written notice SST of such termination specifying the effective date thereof.
- B. The City in accordance with this clause may terminate the performance of work under this Agreement, in whole or in part, whenever the City Purchasing Agent shall determine that such termination is in the best interest of the City. The City shall mail to SST a Notice of Termination specifying the extent and conditions under which performance of work under this Agreement is terminated and the date upon which such termination becomes effective. Upon termination of this Agreement in accordance with this section, SST is entitled to an equitable adjustment hereunder. Said equitable adjustment may include any

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costs reasonably incurred by SST as a direct result of early termination, but shall not include, under any circumstance, anticipated but unearned profits.

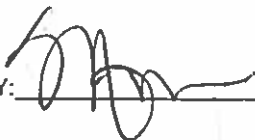
E. Either party may terminate this Agreement upon fourteen (14) days' notice. All amounts owed SST hereunder and not paid shall become immediately due and payable.

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SIGNATURES APPEAR ON THE NEXT PAGE


IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written:

ATTEST:

MAYOR AND CITY COUNCIL OF BALTIMORE


BY: 

Alternate Custodian of City Seal

BY: 
Name: Erin Sher Smyth
Title: City Purchasing Agent

WITNESS:


POLICE DEPARTMENT OF BALTIMORE CITY

BY:  3/23/18
Name: Darryl DeSousa
Title: Police Commissioner

ATTEST/WITNESS:

SHOTSPOTTER, INC.

BY: 
Mike PONTIOUS

BY: 
Name: GARY T. BURNARD
Title: SR VICE PRESIDENT OF PUBLIC SAFETY SOLUTIONS

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED BY THE BOARD OF ESTIMATES

BY:  3/24/2018
Mark Dewire, Chief Solicitor

BY: 
Clerk Date

APR 04 2018

Exhibit A

ShotSpotter Gunshot Location System

Reviewed Alert Service Levels

Summary

Under the terms and conditions of the ShotSpotter Services Agreement between ShotSpotter, Inc. ("SST") and Customer, SST commits to meet or exceed the following Service Level Agreement (SLA) standards as it provides its ShotSpotter Gunshot Location Services¹:

Service	SLA and Measurement
Gunshot Detection & Location	90% of unsuppressed, outdoor gunfire incidents, using standard, commercially-available rounds greater than .25 caliber, inside the Coverage Area will be detected and located within 25 meters of the actual gunshot location.
Reviewed Alerts	90% of gunshot incidents will be reviewed and published in less than 60 seconds.
Service Availability	The ShotSpotter Gunshot Location System service will be available to the Customer 99.9% of the time with online access to ShotSpotter data, excluding scheduled maintenance windows.

Gunshot Detection & Location Performance

ShotSpotter will detect and accurately locate to within 25 meters of the actual gunshot location 90% of unsuppressed, outdoor gunshots fired inside the contracted coverage area using standard, commercially available rounds greater than .25 caliber.

Reviewed Alerts Service

The ShotSpotter real-time Incident Review Center (IRC) will review at least 90% of all gunfire incidents within 60 seconds. This human review is intended to confirm or change the machine classification of the incident type, and, depending on the reviewer's confidence level that the incident is or may be gunfire, will result in an alert ("Reviewed Alert") sent to the Customer's Alert Console or ShotSpotter App, based on the following criteria:

¹ See attached "ShotSpotter - Definition of Key Terms" for a complete definition of terms associated with this SLA and further details in the expanded definitions listed below the Summary. The basis for this SLA and performance measurement will be total gunshot incidents as defined by the Definition of Key Terms.

Incident Type	Action
High confidence incident is gunfire	Reviewed Gunfire Alert, (Single Gunshot "SG" or Multiple Gunshots "MG") sent to Customer's Alert Console and/or ShotSpotter App
Uncertain if incident is gunfire or not	Reviewed Possible Gunfire ("PG") Alert sent to Customer's Alert Console and/or ShotSpotter App
Low confidence incident is gunfire	No alert will be sent; Incident available for Customer review in the Incident history available through the Investigator Portal

Reviewed Alerts are sent to the customer's Alert Console and/or ShotSpotter App. Information in a Reviewed Alert will include the following:

- "Dot on the map" with latitude and longitude indicating the location of the incident.
- Parcel address closest to location of the incident.
- When available, additional situational awareness data points may be included, such as:
- Qualitative data on the type/severity of incident: Fully-automatic, High Capacity
- Other comments (if any)

The Alerts Console, ShotSpotter App and Investigator Portal provides the Customer with full and immediate access to Incident history including information SST uses in its internal review process. This information includes, among other things, the initial incident classification and any reclassifications of an incident, incident audio wave forms, and incident audio files. This data access is available as long as the Customer is under active subscription.

Service Availability

The ShotSpotter Gunshot Location Service² will be able to detect gunfire and available to users with online access to ShotSpotter data 99.9% of the time, on a 24x7 by 365 day per year basis, excluding: a) scheduled maintenance periods which will be announced to Customer in advance, b) select holidays (listed below) and c) third party network outages beyond SST's control.

Customer SLA Credits

Each Service Level measurement shall be determined quarterly, the results of which will be reviewed during the periodic account review meetings with Customer. For each calendar quarter that SST does not meet at least two of the three above standards, a fee reduction representing one free week of service (for the affected Coverage Area) for each missed quarter shall be included during a future Customer renewal.

² Flex service includes all database, applications, and communications services hosted by SST, Inc. at our data center and specifically exclude Customer's internal network or systems or 3rd party communications networks, e.g. Verizon, AT&T or Customer's Internet Service Provider

Service Level Exclusions and Modifications

SST takes commercially reasonable efforts to maintain Service Levels at all times. However, Service Level performance during New Year's Eve and Independence Day and the 48 hour periods before and after these holidays, are specifically excluded from Service Level standards. During these excluded periods, because of the large amount of fireworks activity, SST uses fireworks suppression techniques³.

The SST sensors send incident information to the SST cloud via third party cellular, wireless or wired networks. SST is not responsible for outages on the third-party networks.

Service Failure Notification

Should SST identify any condition (disruption, degradation or failure of network, cloud, servers, sensors etc.) that impacts SST's ability to meet the Gunshot Detection & Location standard (above), SST will proactively notify the Customer with: a) a brief explanation of the condition, b) how the Customer's service is affected; and c) the approximate timeframe for resolution. SST will also notify the Customer once any such condition is resolved.

Customer Responsibilities

The purpose of the Reviewed Alert service is to provide incident data to the Customer, reviewed, analyzed and classified in the manner described above. However, it is the sole responsibility of the Customer to interpret the data provided, and to determine any appropriate follow-up reaction or response, including whether or not to dispatch emergency responder resources based on a Reviewed Alert. SST does not assume any obligation, duty or responsibility for reaction, response, or dispatch decisions, which are solely and exclusively the responsibility of Customer, or for the consequences or outcomes of any decisions made or not made by the Customer in reliance, in whole or in part, on any services provided by SST.

Customer may inform SST when Verified Incidents of gunfire are missed by the ShotSpotter Gunshot Location System in order to properly calculate Performance Rate, as defined below.

Customer is responsible for providing any required work stations, mobile devices and internet access for the Alert Console, ShotSpotter App or Investigator Portal.

³ SST will put the ShotSpotter system into "fireworks suppression mode" during this period in order to reduce the non-gunfire incidents required for human classification. SST will formally inform the customer prior to the system being placed in fireworks suppression mode and when the mode is disabled. While in fireworks suppression mode, the incident alerts determined to be fireworks are not sent to the reviewer on the Alert Console or ShotSpotter App, however these non-gunfire incidents will continue to be stored in the database for use if required at a later time.

ShotSpotter – Definition of Key Terms

The ShotSpotter Gunshot Location System will provide data for correct detection and accurate location for ninety percent (90%) of detectable (outdoor, unsuppressed) community gunfire which occurs within a coverage area, the "Coverage Area", provided the measurement is Statistically Significant, as defined below. This performance rate shall be calculated as a percentage as follows:

$$\text{Performance Rate} = \frac{\text{Number Accurately Located}}{(\text{Number Accurately Located} + \text{Number Not Detected} + \text{Number Mislocated})}$$

where the "Performance Rate" is a number expressed as a percentage, "Number Accurately Located" is the number of "Gunfire Incidents" occurring within the Coverage Area during the specified period for which the ShotSpotter produced an Accurate Location, "Number Mislocated" is the number of Verified Incidents (a "Verified Incident" is an Incident where Customer has physical or other credible evidence that gunfire took place) for which the ShotSpotter produced an Inaccurate location (i.e., a Mislocated Incident), and "Number Not Detected" is the number of Verified Incidents for which the ShotSpotter failed to report a location at all (i.e., Missed Incidents).

An "Accurate Location" shall mean an incident located by the ShotSpotter to a latitude/longitude coordinate that lies within a 25-meter radius of the confirmed shooters location (25 meters = approximately 82 feet). "Detectable Gunfire" incidents are unsuppressed discharges of ballistic firearms which occur fully outdoors in free space (i.e. not in doorways, vestibules, windows, vehicles, etc.) using standard commercially available rounds of caliber greater than .25.

ShotSpotter Review Period is measured as the period commencing when the Incident Review Center (IRC) receives the alert and the first audio download to the time it is published to the customer

ShotSpotter performance is guaranteed after a "Statistically Significant" set of incidents has been detected in accordance with timeframes set forth herein and following DQV and commercial system acceptance. Because the ShotSpotter is designed to cover the indigenously-occurring, community-generated gunfire (which is typically well distributed throughout the Coverage Area), performance should not be construed to mean that 90% of gunfire fired at any given location within the Coverage Area will be detected and located within the guaranteed accuracy.

The ShotSpotter Gunshot Location system is not a "point protection" system and is therefore not designed to consistently detect gunfire at every single location within the Coverage Area, but rather to Accurately Locate 90% of the Detectable Incidents in aggregate throughout the entire Coverage Area. There may be certain locations within the Coverage Area where obstacles and ambient noise impede and/or overshadow the propagation of acoustic energy such that locating the origin at those positions is inconsistent or impossible. The Performance Rate calculation is thus specifically tied to the Community Gunfire across the entire Coverage Area.

Statistically Significant shall be defined as measurements and calculations shall be performed as follows: (a) Across an entire Coverage Area; (b) Aggregating over a period of at least 30 days under weather conditions seasonally normal for the area; and (c) Provided that the total number of gunfire incidents being counted is equal to or greater than: (1) thirty (30) incidents for systems of up to three (3) square

ShotSpotter Flex

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miles of Coverage Area, or (ii) ten (10) incidents multiplied by the number of square miles of Coverage Area for systems where one or more Coverage Areas are three (3) square miles or larger.

SCHEDULE 1
Firm Fixed Price Proposal

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www.ShotSpotter.com



FIRM FIXED PRICE PROPOSAL
FOR A ONE YEAR PILOT OF THE
SHOTSPOTTER® FLEX™ GUNFIRE LOCATION
ALERT AND ANALYSIS SERVICE FOR THE
CITY OF BALTIMORE, MARYLAND

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SST Background

About SST, Inc.

SST was founded in 1995 and with 33 issued patents, and over 90+ successful agency engagements covering over 400 square miles, SST has become the de-facto leader in the development and deployment of wide area acoustic gunshot surveillance systems. Our sensor-based technology detects, locates and alerts on all outdoor urban gunfire on a real-time and precise basis. These alerts are then vetted by an acoustic reviewer in our 24/7 Incident Review Center before getting pushed to a customer web accessible laptop or mobile device. The alerts will show a precise dot on a map with the real recording of the actual gunfire event. The situational intelligence advantage and ground truth that our alerts bring to a tactical response provides for enhanced officer safety. At an agency level, it provides for an efficient and effective way to respond to and investigate gun crime.

Our service is delivered as an easily implemented Software as a Service (SaaS) solution requiring no investment in or maintenance of expensive hardware or software. Our contracts are based on an affordable one year subscription agreement providing for maximum flexibility and the de-risking of a ShotSpotter deployment.

Our Core Beliefs

Our inspiration comes from our Principal Founder, Dr. Bob Showen's core belief that technology in its highest and best use should be harnessed for social good. The collective passion of our employees, investors and partners is based on providing a compelling solution and consulting expertise focused on helping reduce gun violence and creating safer more vibrant communities coping with the epidemic of gun violence. We are committed to developing comprehensive, respectful and intimate partnerships with agencies and their respective cities organized around making a positive difference. Today, ShotSpotter is highly regarded as a critical component of a comprehensive gun violence reduction strategy and is playing an active part in making communities safer for our future generations. We aspire to make that both our individual and firm wide legacy.

Key Features

- Constant, 360-degree wide-area acoustic surveillance throughout large coverage areas.
- Immediate alerts when no one calls 9-1-1.
- Precise location including latitude/longitude, street address.
- Number and exact time of rounds fired.
- Identification of fully-automatic or high-capacity weapons.
- Identification of multiple shooters.
- Shooter position, speed and direction of travel.
- Detailed forensic data for investigation, prosecution, analysis.
- Easily-accessible single and cumulative historical reports.
- Annual subscription-based service is a hosted cloud-based solution.

Key Benefits

- Enhanced situational awareness and officer safety.
- Faster evidence collection and witness identification.
- Court-admissible, detailed forensic reports (DFRs).
- Increased gun crime arrests.
- Improved community relations and collaboration.
- Proactive gun crime pattern analysis and strategic deterrence.
- No need to buy/manage a complex technology infrastructure.
- Expedited response to shooting victims.
- Increased suspect leads, suspect arrests.
- Increased ability to identify homicides and injured victims.

Sensor Platform

Our detection solution is enabled through proprietary special purpose-built sensors that are designed to trigger and time-stamp impulsive acoustic events that spike above ambient noise. When three or more sensors "trigger," the software system is able to triangulate the exact location of the event within 82 feet.

SST designs and deploys a sensor array of typically 15-20 sensors per square mile in order to support a coverage area. Although the company may seek assistance from the city/agency for permissions to mount the sensors, the ownership and maintenance of the sensors is the sole responsibility of SST.

Incident Review Center

Our 24x7x365 commitment coupled with unparalleled acoustic expertise provides an instant assessment of all incidents, freeing up time that dispatchers and officers would otherwise spend analyzing alerts. We provide the level of data qualification needed to have confidence when dispatching based on alerts. Drawing on their experience, SST experts add critical situational intelligence to alerts, that can help personnel respond more safely and successfully.

After an explosive (or impulsive) sound triggers ShotSpotter sensors that an incident is detected and located, audio from the incident is sent to the SST Incident Review Center via secure, high-speed network connections for real-time qualification. Within seconds, an SST professional reviewer analyzes audio data and recordings to confirm gunfire. The qualified alert is then sent directly to the dispatch center, PSAP, mobile/patrol officers and any other relevant safety or security personnel.

SST's team of expert reviewers has direct experience reviewing thousands of incidents captured by SST systems. Reviewed alerts help law enforcement respond safely and effectively to gunfire by providing:

- Precise location of gunfire, both latitude/longitude and street address.
- Number and exact time of shots fired.
- Shooter position, speed and direction of travel (if moving).
- Faster, more accurate alerts.
- Gunfire incident history and pattern analysis.

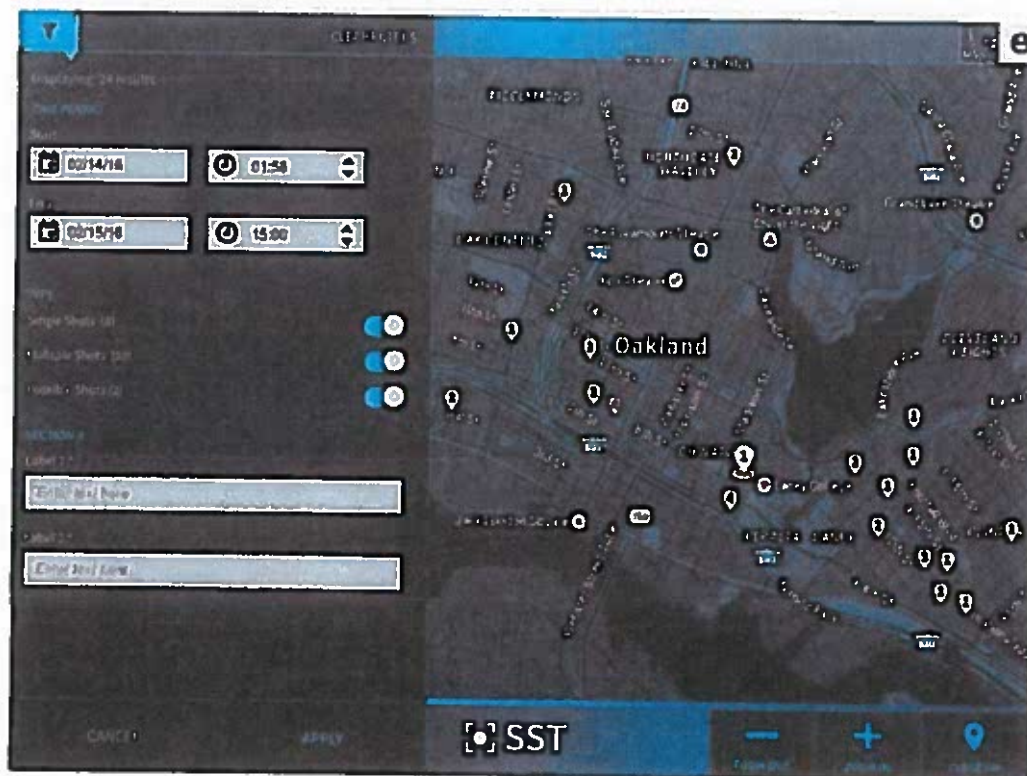
SST's incident reviewers hear thousands of gunfire incidents during their training, and each incident is presented to them from the perspective of multiple sensors. SST incident reviewers have reviewed and analyzed more acoustic gunfire incidents, from more perspectives, than quite literally anyone else in the world. SST's Real-Time Incident Review Center operates 24 hours a day, 365 days a year in a protected and fully redundant environment. Our software provides live chat functionality for immediate communication and assistance when required.

ii. Investigator Portal

All historical incident data in the ShotSpotter Flex database can be viewed, searched, sorted, and filtered using the ShotSpotter Investigator Portal. Reports for single incidents and groups of incidents can be run. Parameters and filter settings may be used to select incidents grouped into a single report. Any predefined reports may be viewed on a monitor, printed, or exported to standard CSV format.

End-users can create their own custom reports or otherwise analyze the data using standard COTS products such as Microsoft SQL Server Report Builder, Crystal Reports, ArcGIS including Spatial Analyst, and any other SQL tools or SQL Server compatible tools. Because the system stores all incident details into an SQL database, generating reports is relatively simple.

The Investigator Portal also includes the ability to save any audio clip as a standard MP3 file to any recordable media (e.g., CDROM, USB drive).



iv. Notification Engine (API) [optional, priced separately]

The ShotSpotter Notification Engine Interface permits client applications such as video management systems, Computer-Aided Dispatch (CAD), Records Management Systems (RMS), video analytics, automated license plate number readers (ALPR), camera management systems, crime analysis and statistics packages (including COMPSTAT software), and common operating picture (COP) software to receive accurate, timely, and detailed information about ShotSpotter gunfire alerts, including precise latitude and longitude (geolocation), GPS-synchronized timestamps, incident audio, and situational context provided by the 24x7x365 SST Incident Review Center.

Integration of ShotSpotter data with other systems has already proven successful in cities across the United States. Police in Minneapolis, MN used an earlier version of the ShotSpotter Notification Engine to trigger video recordings of certain key intersections in high crime areas. Soon thereafter, a ShotSpotter alert triggered those cameras to capture the image of a murderer fleeing the scene of a shooting. Similarly, in Boston, MA, police correlate ShotSpotter data with surveillance cameras and parolee ankle bracelet tracking data to maintain 24x7x365 awareness of any parolee who may be violating the terms of parole by committing crimes or consorting with those doing likewise.

Customer Onboarding Process

The following provides a high level overview of SST's standard Customer Onboarding Process:

Customer Success Team

SST has assembled a Customer Success Team consisting of professionals with over 100 years of former law enforcement experience. The mission of this team of Consultants, Trainers, and Analysts is to maximize customer success with the ShotSpotter Flex Gunshot Location, Alert and Analysis Service. This team is available to our customers both pre- and post-production to advise, train, and guide our customers on the most effective use of the tools and services available with the ShotSpotter Flex solution.

Getting Started

Prior to contract execution, a Customer Success Director is assigned to the agency to begin planning the Customer Onboarding process. That process is initiated with an onsite Customer Kick Off Meeting to bring all stakeholders together to review the goals and objectives of the program, to lay out the key steps in the implementation process, to agree on a targeted cutover date and to establish a communications protocol for ongoing communication and collaboration throughout the onboarding process. Biweekly Status Calls will be scheduled with the customer's Program Manager and other project leaders to ensure that regular communication is maintained regarding the status of all project tasks throughout the implementation process.

Best Practices

Early in the Customer Onboarding Process, SST's Customer Success team, lead by the assigned Customer Success Director, will work with the agency's Program Manager and other project leaders to schedule and conduct a series of Best Practices sessions. These Best Practices sessions are designed to assist the agency in establishing response protocols and procedures for managing the gunshot alerts and gun crime intelligence data that will become available to the agency starting upon activation of the ShotSpotter Flex Gunshot Location, Alert and Analysis Service. These sessions are built upon the Customer Success Team's knowledge of those practices that have proven to be most effective in

Onsite Cut Over Support

During system cutover to a live production status, SST's Customer Success Director will be onsite to ensure that the transition is smooth, the best practices surrounding the use of ShotSpotter tools and services are being implemented as planned, and that user questions are answered quickly. Following system cutover, SST's Customer Success Director will facilitate a series of Weekly Status Calls with the agency to review the status and results being achieved by each group of users involved in the gun violence reduction program.

Enhanced Customer Onboarding Services

In addition to the extensive, yet standard services described above, SST is offering several Enhanced Customer Onboarding Services that are unique to this City of Baltimore Pilot Test scenario. Among these enhanced services, are the following:

Monthly Status Reviews

SST is proposing, as part of the proposed Flex Subscription Fees, Monthly Status Reviews throughout the one-year pilot test period. As part of these regular reviews, SST's Customer Success Director will assist the agency in assessing the status of each group of ShotSpotter Flex users, including system performance against contracted Service Level Agreements (SLAs), the status of actual versus targeted KPIs, and will facilitate a monthly review of these key findings. These monthly reviews will be designed to arm the agency with the information needed to refine the program as necessary to drive/maximize results for the department and the community being served.

Independent Analysis

As part of these Enhanced Customer Onboarding Services, SST is also proposing the use of an independent third-party public safety analyst to help establish and monitor the metrics or Key Performance Indicators (KPIs) specifically focused on tracking the efficacy of the ShotSpotter Flex Gunshot Location, Alert and Analysis Service and related customer best practices over the one-year pilot test. The costs associated with this third-party analyst will be

Total One Year Pilot

One-Time Service Startup Fees	\$ 110,000.00
Subscription Fee for 10.0 mi ²	\$ 750,000.00
Grand Total One Year Pilot	\$ 860,000.00

Optional License Fees

API License – ShotSpotter Notification Engine (Video Camera Integration)	\$ 19,000.00
Note: Does not include 3rd party middleware or services	

Pricing Assumptions

This proposal for the ShotSpotter Flex Gunshot Location, Alert and Analysis Service Pilot Program is based upon the following pricing assumptions:

- The pricing as listed herein, assumes a pilot period of one (1) year and two coverage areas of approximately five (5) contiguous square miles each, for a total of ten (10) square miles. Should the duration of the test, and/or the size of the final coverage vary, the pricing will be adjusted accordingly.
- This proposal for the ShotSpotter Flex Gunshot Location, Alert and Analysis Service assumes that all services, licenses, support and related fees will be delivered according to the terms of the ShotSpotter Flex Service Agreement.
- The price as listed herein does not include any state or local taxes.
- The pricing remains valid for a period of ninety (90) days from the date of this proposal.
- Enhanced Customer Onboarding Services are only available during the one-year pilot.

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SCHEDULE 2

KEY PERFORMANCE INDICATORS

ShotSpotter Performance Metrics Technical Assistance Program

Most successful and high-performing police agencies have found it beneficial to adopt a detailed performance metrics data capture and analysis program. The two primary benefits to a robust program are:

- The ability to provide objective data points that accurately portrays the City's return on investment in ShotSpotter.
- The ability to use the data as a foundation for intelligence-led tactical and strategic operational planning. This includes using the data from ShotSpotter to create a link with other critical programs that can drive down gun violence such as the use of NIBIN (National Integrated Ballistic Information Network) and CGIC (Crime Gun Intelligence Center). (Note: while the use of NIBIN and CGIC are highly encouraged elements in impacting gun violence, they are not part of the contractual obligations of SST. SST will provide examples of best practices that the BPD may choose to adopt).

SST will:

- Immediately following the Project Kick Off, lead best practices session(s) devoted to identifying data points the BPD should consider capturing on every ShotSpotter alert.
 - Using knowledge gained from other agencies throughout the US, provide examples of how the agency can automate collection of the data points and useful ways in which to analyze the data.
- Meet with the agency crime analysts after go live to work with BPD's own ShotSpotter data to set up processes to maintain and analyze the data.
 - If requested, customize a spreadsheet to enable ease of data capture and analysis.
 - With the agency's permission, visualize the data on a website specific to the BPD that will provide real time graphical information to the agency.

Examples of Performance Metrics:

- WINFSS (Were It Not For ShotSpotter) – This is a classification of every ShotSpotter incident to identify whether or not the police would have made it to the precise location of the crime scene, were it not for the information provided by ShotSpotter.
 - Every police action that springs from this response is captured, such as arrest made, victim saved by receiving prompt medical attention, gun recovered, casings recovered, NIBIN hit from recovered casings that match to another crime scene, etc.
- Reduction in overall gunfire in the coverage area – A baseline of information is captured month by month (since gun violence often changes with the season) for the first year. Subsequent years are compared to the same time the previous year to judge the impact of all of the agency's gun violence reductions efforts. This is actually a more important measure than reducing homicides or aggravated assaults since many of the latter are more closely tied to marksmanship and emergency medical treatment than to police activities.

- **Change in community perception of police** – This is often collected through the use of pre- and post- neighborhood surveys. The police typically only know about 20% of the actual gunfire in a neighborhood, but the residents are aware of 100% gunfire because they live there. They believe that since the police are omnipotent, they also know of all of the gunfire, but choose not to respond because they don't care about disaffected communities. Since the police will now be responding to 100% of the alerts, and if they combine their response with neighborhood surveys at each crime scene regardless if someone is struck, they will be able to demonstrate that they truly do care about the safety of those who live in the community.
- **Other output measures (as opposed to outcome measures) are:**
 - Victims saved
 - Arrests made
 - Guns recovered
 - Evidence recovered
 - Casings recovered
 - NIBIN hits
 - CGIC cases generated
 - Number of officers and other key personnel (i.e. analysts, commanders, CitiWatch staff) that have completed SST Training
 - Number of officers with SST technology on their smart devices
 - Number of users permissioned by BPD to use the system

**SCHEDULE 3
TRAINING PROGRAM**

ShotSpotter Training Program

Assumptions: The proposed training program is predicated on the following assumptions:

- The Baltimore Police Department (BPD) will utilize the ShotSpotter Respond application to deliver real time alerts of gunfire to officers in the field.
- BPD will utilize the ShotSpotter Dispatch application to receive real time alerts of gunfire to a centralized communications (dispatch) center or other command center where the alerts will be acknowledged and broadcasted over the radio to responding officers.
- BPD will utilize the ShotSpotter Investigator Portal to retrieve historical gunshot information for the purposes of crime and intelligence analysis.
- BPD will assign one or more individuals to manage the user accounts necessary to access the above listed ShotSpotter applications.
- BPD will designate one or more individuals as their training manager (DTM). The DTM will coordinate training activities with the ShotSpotter Training Manager. In the case of online training, the DTM will be provided with access to the training management tool to monitor the progress of officer training.

Proposed Training Program:

- **ShotSpotter Respond**
 - All officers that will be assigned to respond to gunfire alerts will be identified and made available for training by the BPD.
 - Officers will complete an online training program that takes approximately 20-25 minutes which can be taken at a time convenient to the officer and department prior to go live.
 - It is possible that due to unforeseen circumstances that the officers will be trained in a classroom setting at a location and time to be determined by SST and BPD.
 - Officers will be provided a user account to access ShotSpotter Respond after training is completed.
- **ShotSpotter Dispatch**
 - All officers and/or dispatchers that will be assigned to broadcast gunfire alerts over the radio will be identified and made available for training by the BPD.
 - Officers and/or dispatchers will complete an online training program that takes approximately 20-25 minutes which can be taken at a time convenient to the individual and department prior to go live.
 - It is possible that due to unforeseen circumstances that the personnel will be trained in a classroom setting at a location and time to be determined by SST and BPD.
 - Officers and/or dispatchers will be provided a user account to access ShotSpotter Dispatch after training is completed.
- **ShotSpotter Investigator Portal**
 - All officers, supervisors, detectives and crime analysts that will be assigned to investigate or perform pattern analysis on gunfire incidents will be identified and made available for training by the BPD.
 - These personnel will receive a two-hour classroom training program on the application.

ShotSpotter Flex

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- **ShotSpotter Admin Portal**
 - The individual assigned to manage ShotSpotter user accounts will receive a one-hour class either in person or v.a video conference on the use of the Admin Portal.

SCHEDULE 4**INDEPENDENT ANALYSIS**

As part of these Enhanced Customer Onboarding Services, SST is offering the use of an independent third-party public safety Analyst to help establish and monitor the metrics or Key Performance Indicators (KPIs) specifically focused on tracking the efficacy of the ShotSpotter Flex Gunshot Location, Alert and Analysis Service and related customer best practices over the one-year pilot test.

These metrics or KPIs will be established to provide objective data points that:

- Accurately portray the City's and BPD's return on investment in ShotSpotter.
- Accurately guide and provide a foundation for intelligence-led tactical and strategic operational planning.

In close alignment with the ShotSpotter Performance Metrics Technical Assistance Program defined in Schedule 2 above, SST will facilitate the following steps to establish this Independent Analyst Review Process:

- 1.) SST will identify multiple candidates with the requisite gun crime analysis backgrounds.
- 2.) SST will present these candidates to the City and BPD within 14 days of contract execution.
- 3.) The City and BPD will select the Independent Analyst that it feels is best suited to monitor and track the results of this Pilot Program.
- 4.) SST will then bring the selected Analyst to Baltimore City to meet with City and BPD at least 30 days prior to the Service activation date.
- 5.) SST will facilitate discussions between the Analyst and City & BPD team members to define KPIs that will be established to monitor the Pilot Program.
- 6.) The Analyst will then work directly with City, BPD and SST personnel to establish the assignments, tools and processes required to track these KPIs on a monthly basis.
- 7.) The Analyst will also work directly with the City, BPD and SST personnel to establish a forum for communicating and reviewing these results with City, BPD, and SST personnel on a monthly basis.
- 8.) Working with City, BPD, and SST personnel, the Analyst will collect the data, analyze, document, and publish the results of each KPI on a monthly basis.

SCHEDULE 5

BEST PRACTICES

As part of the ShotSpotter subscription service is the initial and ongoing support to help the Customer develop and implement Best Practices to reduce gun violence in the ShotSpotter coverage areas. These practices have been gathered from our involvement with law enforcement agencies throughout the United States that have successfully utilized ShotSpotter as one element in their gun violence reduction programs.

ShotSpotter is often thought of as the first step to a lot of the subsequent gun crime reduction strategies. This is because an agency cannot effectively address gunfire that is unreported and therefore unknown to the agency. In the absence of ShotSpotter, the police only know of gun shots that are reported to them via 911 calls. Studies have shown that as much as 80% of gun violence in some troubled neighborhoods may go unreported to 911, meaning the agency can only respond to 20% of actual gun violence. The deployment of ShotSpotter enables the agency to respond to closer to 100% of outdoor gunfire. While that is an important first step, what is far more vital is what the police do after they arrive at the precise location of the crime.

ShotSpotter will deliver to BPD a series of briefings that provide detailed information on recommended Best Practices in advance of the Service Activation date(s). This is to permit the agency to begin incorporating these practices into their policies, procedures and culture before the activation of ShotSpotter in the targeted coverage areas.

ShotSpotter will tailor focused training sessions for each of the following functional areas with the goal of assisting each group in understanding how to most effectively respond to gun violence as reported via ShotSpotter's Reviewed Alerts. The proposed Best Practices sessions include:

- Dispatch: (or whichever unit will provide over-the-air (radio) information regarding real time ShotSpotter Reviewed Alerts)
 - Prioritization of calls, call typing, precision in describing the exact shooting location
- Patrol/Field Operations:
 - Prioritization as an in-progress call, multi-unit response, supervision, search for victims, evidence and witnesses, collection of casings/evidence on all crime types, neighborhood contact, door hangers, day after follow-up/scene canvas, etc.
- Investigations:
 - Inclusion of ShotSpotter reports and audio in criminal filings, availability of Enhanced Incident and Detailed Forensic reports, coordination of investigations where the same gun is involved in multiple crimes
- Intelligence & Crime Analysis:
 - Use of performance metrics to demonstrate return on the investment in ShotSpotter, use of gunfire and NIBIN data to guide focused investigations and narrowly targeted enforcement activities, coordination with Crime Gun Intelligence Centers (CGIC)
- Prosecution:
 - Incorporation of ShotSpotter information/reports into trial activities, use of provided forensic expert testimony, satisfaction of Dauber and Frye expert evidence standards

ShotSpotter is committed to helping the City and BPD develop and adopt those practices that have proven to be valuable in maximizing the impact and value of the ShotSpotter Gunshot Detection and Location Service. This support will be available to the City and BPD throughout the Pilot period – pre- and post-activation of the two ShotSpotter Coverage areas.

SCHEDULE 6

SAMPLE AUTHORIZATION FOR PLACEMENT FORM

SCHEDULE 7

ShotSpotter Flex Service Operational Readiness and Customer Acceptance Form

I am the owner or manager of the property located at:

My signature below certifies that I have the legal authority to give this permission.

SST, Inc. has found that this property is a good location to place a sensor to assist local public safety. This sensor is part of an alarm system which will contribute to neighborhood safety. The electronic sensor is in a lunch box sized container, with antenna and radio, to be mounted in an "out of sight" fashion on the rooftop and will be connected to a network via a cellular data modem. The equipment uses less than 3 total watts of power.

SST, Inc. will keep private the fact of the emplaced sensor, and we understand that this is law enforcement sensitive information and cannot be disclosed under any circumstances.

SST, Inc. is the owner and manufacturer of the sensor equipment. I hereby grant SST, Inc., and its agents, employees and contractors, permission to place a sensor on the property described above, and to enter on to that property at reasonable times and with reasonable notice for purposes of installing and maintaining the sensor, and for the use of electricity, with no cost associated to SST or the Public Safety agency.

If we wish to revoke this permission, I must give 60 days notice to SST, Inc. by notifying support@shotspotter.com. As long as the sensor is on the property we will take reasonable care to protect it and the electrical line, and will advise SST, Inc. if it is known to become damaged. Under no circumstances will we consider the sensor to be a fixed feature on the property – the sensor will always be owned and maintained by SST, Inc.

SST, Inc. shall indemnify and hold harmless the owner for injuries to persons and damage to property, to the extent caused by negligent acts or omissions in the installation, placement, and/or maintenance of the sensor by SST, Inc. employees or contractors, and SST, Inc. shall defend claims or suits by third parties against the owner for such injuries or damage, to the extent caused by negligent acts or omissions in the installation, placement, and/or maintenance of the sensor by SST, Inc. employees or contractors. Provided, however, that SST's total aggregate liability to indemnify, hold harmless and defend the owner under this provision shall be limited to, and in no event shall exceed, the amount of ShotSpotter's liability insurance coverage for such injuries, damage and liabilities.

Follow up with Jeremy Garber (408) 598-9856 jgarber@shotspotter.com

Owner/Site Rep. Name (Please Print)

Contact Phone Primary/Secondary

Contact Email Address

Signature (Please Sign)

Date

Jeremy Garber

SST Representative Name (Please Print)

1-888-274-6877 ext. 243

Contact Phone Primary/Secondary

support@shotspotter.com

Contact Email Address

Signature (Please Sign)

Date



ShotSpotter Flex Service Operational Readiness and Customer Acceptance Form

Customer Agency Name _____

What is Service Operational Readiness?

ShotSpotter is operationally ready to "Go Live" on completion of the following deliverables. This checklist is provided to ensure that the SST Project Manager, SST Customer Success Manager, and the Customer Program Manager have reviewed and agreed on the satisfactory completion of those deliverables. If a specific deliverable is not applicable to the customer's ShotSpotter service, "N/A" will be marked in the acknowledgement box(es).

Upon completion of all deliverables, the customer will be asked to provide acknowledgment of final service acceptance. ShotSpotter service will Go Live on customer acceptance.

Deliverable		SST Acknowledge	Customer Acknowledge
1	Sensors installed and fully functional		
2	Flex hosted services provisioned with customer GIS parcel/address maps, beats and districts, if available, connected to sensor network, and verified operational end to end		
3	Notification Engine (NE) Interface enabled for customers applications, such as CAD or video management, if applicable		
4	Deployment Quality Validation (DQV) live fire calibration performed		
5	Client software installed on customers workstations (e.g. PSAP, call centers, patrol, investigation, crime analysis, etc.), user accounts established, and network communications confirmed to required Flex hosts		
6	Customer has received Strategic Program Development and Best Practices training		
7	Customer call takers, dispatchers, and patrol have received Flex Alerts Console and tactical operations training		
8	Customer investigators, detectives, crime analysts, and command staff have received Flex Investigator Portal, tactical and strategic operations training		
9	Customer Program Manager or Super User has received Siren Super User training		
10	SST Customer Support and Incident Review Center operationally ready. Customer briefed on Support services, access, hours of operation.		
11	With consultation from SST, Customer has identified Preliminary Key Performance Indicators (KPIs) and has established processes for tracking performance against these KPIs		

Notes:

1. Note 1 here.
2. Note 2 here.

Witness the authorized signatures below, indicating the ShotSpotter Flex service covering [xx square miles of Coverage Area Name] has been delivered and handed over to Customer and Customer has accepted the service as delivered and is ready to begin live operation. ShotSpotter service start date will be [Date], pursuant to the Customer's signature and acceptance below.

SST Project Manager:

SST Customer Success Manager:

Customer Representative:

Name (Please Print)

Name (Please Print)

Name (Please Print)

Signature

Date

Signature

Date

Signature

Date